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SECRET

SAPC - 15227
Copy 3 of 6

29 April 1957

MEMORANDUM FOR: Project Personnel Officer

ATTENTION : [redacted] 25X1

25X1 SUBJECT : Payment for Optional Days Off [redacted]

REFERENCE : (a) BAAL 2475 (IN 17728)

(b) SAPC-15148, Dated 25 April 1957

1. In Reference (a) above, particularly paragraph 2, it is not too clear exactly what Lockheed Aircraft Corporation desires to pay this individual. However, for the purpose of commenting upon the request in Reference (b), I shall assume that they desire to pay this employee at the rate of $185.00 per week for optional leave which had accrued to his credit, on a month to month basis, at time of departure from the overseas installation (Base B).

2. In section 5(a) of the employee agreement between Lockheed Aircraft Corporation and its employee, it is stated in effect that from time of departure of the individual for an overseas installation, he shall be paid at the rate of $185.00 per week with certain withholdings that need not be enumerated here.

3. In this same paragraph it is stated that if the agreement should be terminated in accordance with section 16(a) or section 16(c), the employee shall have no rights to amounts withheld from his salary, which necessitates reverting the weekly payments to $135.00.

4. In paragraph 16(e) of this same section, it is stated, among other things, that the employee may elect at his option to forego taking two days of each 8½ days of time off earned each month, and in the event that he does effect an accrual, his weekly payment shall be increased by a sum of $25.00 per day for each day of time accrued to his credit. (Emphasis supplied.)

5. I read from the above and other provisions in the employment agreement that an employee earns an election on a monthly basis under paragraph 5(e) of the agreement. Once he has earned the election and acts upon his

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prerogative, he at that time accrues to his credit $25.00 for each day of accrued leave. This condition continues to exist throughout the life of his contract, and there should be no provision under section 16 of the agreement, nor do I find any such condition, which denies to the employee something already gained. To do so would be equivalent to taking the position that a denial could be made of the $185.00 weekly payment made to the individual and he could be requested to return all or a portion of this weekly earning at some later date.

6. Accordingly, if we can establish that subject employee had accrued to his credit elected time and has so made his election, I find nothing in the agreement that would require, or even permit, our denying him the $25.00 daily amount on this time so earned on a month to month basis.

25X1

Project Comptroller

Distribution:
0 & 1 - Addressee
3 - Contracting Officer
4 - SC -56
5 - Reading (Fin)
6 - Chrono

DNO/so

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